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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/851,793	05/08/2001	Bo-In Lin	LC & SJ-2k02	3313
7590	12/06/2005			
Bo-In Lin 13445 Madoli Drive Los Altos Hills, CA 94022			EXAMINER ALVAREZ, RAQUEL	
			ART UNIT 3622	PAPER NUMBER
DATE MAILED: 12/06/2005				

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/851,793

Applicant(s)

LIN, BO-IN

Examiner

Raquel Alvarez

Art Unit

3622

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 08 August 2005.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-50 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-50 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. This office action is in response to communication filed on 8/8/2005.
2. Claims 1-50 are presented for examination.

Claim Rejections - 35 USC § 112

3. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

4. Regarding claims 1, 8, 27, 34, 36, 48 and 49, the phrases "allowing " and "enabling" renders the claim indefinite because it is unclear whether the limitation(s) following the phrase are part of the claimed invention. See MPEP § 2173.05(d).

Claim Rejections - 35 USC § 102

5. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

6. Claims 1, 4-9, 11-21, 23-25, 27, 28, 30-35, 37-47 are rejected under 35 U.S.C. 102(e) as being anticipated by Thomson et al. (US 2003/0061104, hereinafter Thomson).

With respect to claims 1, 8, 15, 16, 23, 24-25, 27, 34, 35, 41-42, Thomson teaches a network system connected with an Online service provider (GSP) selling

goods-or services to an Online customer through the network system (Figure 13). An after-sales-service and customer care (ASCC) center having an ASSC server for said customer selects and receives an electronic ASCC voucher defining an ASCC program and representing a value corresponding to a selection and purchase of said ASCC program made by said customer related to sales of said goods-or-services wherein said electronic ASCC vouchers are provided for transmitting over said network (i.e. the user logs onto the warranty administrator's web site to purchase the warranty of the product purchased, the conditions and terms of the warranty are transmitted to the customer electronically) [0053 0054 0055 0057].

With respect to claims 2, 9,17, 28, 43-44, Thomson further teaches an after-sales service and customer care (ASCC) provider connected to said network for receiving said electronic service voucher transmitted over said network for carrying out said ASCC program for said customer and submitting said voucher for receiving a payment according to said value represented by said electronic voucher (i.e. the service provider receives the service warranty purchased by the customer)[0081].

With respect to claims 4-5, 11-12, 30-31, 37-38 Thomson further teaches transmitting said ASCC voucher from said Online customer and providing direct contact between the online customer and ASCC provider to enable to arrange for said ASCC program [0102 0109].

With respect to claims 6,13, 18, 19, 32, 39, 45 Thomson further teaches an after-sales service and customer care (ASCC) center further includes an ASCC database for keeping a record related to and defined by said ASCC program [0055].

With respect to claims 7, 14, 33 and 40, Thomson further teaches organizing ASCC database according to said online GSP, said online customer and said ASCC provider [0085 0086].

With respect to claims 20, 46, the limitations were previously addressed above in the rejection to claims 4-5, 11-12, and therefore rejected under similar rationale.

With respect to claims 21, 47 Thomson further teaches an after-sales service and customer care (ASCC) center for issuing said electronic ASCC voucher and for coordinating, tracking, and carrying an insurance policy for said ASCC program [0062 0090].

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

7. Claims 3, 10, 22, 26, 29, 36, 48-50 are rejected under 35 U.S.C. 103(a) as being unpatentable over Thomson in view of article by Sally Trelford titled, "Choice rewards", hereinafter Trelford.

Claim 3, 10, 29, 36 further recite the after-sales service customer care (ASCC) center providing an incentive voucher for enabling said customer to reward said ASCC provider according to a customer satisfaction assessment by said customer. Thomson teaches that the warranty administrator issues satisfaction surveys to the customer in which the customer can rate the service received [0081]. Thomson does not specifically disclose using the incentive voucher/ satisfaction assessment as a form of rewarding the service provider for the service received. Trelford on the other hand, teaches issuing retail vouchers for individual performance (page 2). It would have been obvious for a person of ordinary skill in the art at the time of Applicant's invention to have included in the system of Thomson the teachings of Trelford of using the incentive vouchers/satisfaction assessment as a form of rewarding the service provider for the service provided because such a modification would motivate the service providers to increase productivity and quality.

With respect to claims 22-26, 48-50, Thomson teaches a network system connected with an Online service provider (GSP) selling goods-or services to an Online customer through the network system (Figure 13). An after-sales-service and customer care (ASCC) center for issuing an electronic ASCC voucher defining an ASCC program related to sales of said goods-or-services wherein said electronic ASCC vouchers are

provided for transmitting over said network (i.e. the user logs onto the warranty administrator's web site to purchase the warranty of the product purchased, the conditions and terms of the warranty are transmitted to the customer electronically) [0053 0054 0055 0057]; a plurality of after-sales-service customer care (ASCC) providers connected to said network [0080]; transmitting said ASCC voucher from said Online customer and providing direct contact between the online customer and ASCC provider to enable to arrange for said ASCC program [0102 0109].

With respect to the after-sales service customer care (ASCC) center providing an incentive voucher for enabling said customer to reward said ASCC provider according to a customer satisfaction assessment by said customer. Thomson teaches that the warranty administrator issues satisfaction surveys to the customer in which the customer can rate the service received [0081]. Thomson does not specifically disclose using the incentive voucher/ satisfaction assessment as a form of rewarding the service provider for the service received. Trelfold on the other hand, teaches issuing retail vouchers for individual performance (page 2). It would have been obvious for a person of ordinary skill in the art at the time of Applicant's invention to have included in the system of Thomson the teachings of Trelfold of using the incentive vouchers/satisfaction assessment as a form of rewarding the service provider for the service provided because such a modification would motivate the service providers to increase productivity and quality.

Response to Arguments

8. The 112, 2nd rejection has been withdrawn. A new 112, 2nd rejection has been

introduced on the newly amended feature of –allowing- and –enabling-. See above rejection.

9. Applicant argues that in Thompson, the process is controlled by a “warranty Administrator”. The Examiner wants to point out that the Applicant is concentrating in one embodiment of the reference. Other embodiments of Thompson clearly teaches the customer buying insurance or warranty “through the electronic warranty administrator or through **third party issuers** [0062].

10. Applicant argues that Thompson doesn’t teach that the customer can select and receive an electronic voucher that has any value of payment. The Examiner disagrees because in Thompson the customer selects the product warranty and years of warranty (see Figure 1), a 3 year warranty having a greater value of payment than a 1 year warranty.

11. Applicant argues that Thomson doesn’t teach the process being controlled by a customer, and the customer transmitting the electronic voucher to the ASCC service provider as a payment. The Examiner respectfully disagree with Applicant because in Thomson, the customer controls the terms of the warranty and the customer then takes this service warranty to the service provider or manufacturer as payment for service [0064] [0091]. In addition Figure 10 clearly teaches the customer communicating with the service provider for repairs or service, so therefore in some embodiments of Thomson, the customer has control of the repair and service process.

12. Applicant argues that Trelford's power of rewarding the quality of service is controlled by an employer not by a customer directly. In response to applicant's arguments against the references individually, one cannot show nonobviousness by attacking references individually where the rejections are based on combinations of references. See *In re Keller*, 642 F.2d 413, 208 USPQ 871 (CCPA 1981); *In re Merck & Co.*, 800 F.2d 1091, 231 USPQ 375 (Fed. Cir. 1986). Trelford was merely cited for issuing retail vouchers for individual performances (page 2) and Thomson was cited for customer controlling and selecting the after care service.

Conclusion

13. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

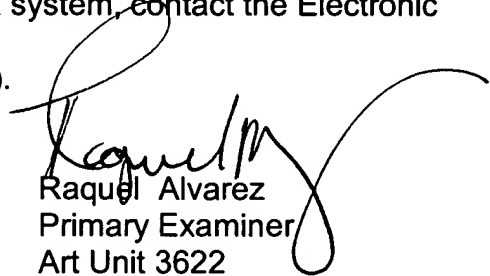
A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Point of contact

14. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Raquel Alvarez whose telephone number is (571)272-6715. The examiner can normally be reached on 9:00-5:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Eric w. Stamber can be reached on (571)272-6724. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).



Raquel Alvarez
Primary Examiner
Art Unit 3622

R.A.
11/30/2005